

**2024 GAF PVC SALES PROMOTION
OFFICIAL RULES**

**THIS CONTEST IS A TRADE PROMOTION AND IS ONLY OPEN TO CONTRACTOR
BUSINESSES (NOT INDIVIDUALS) THAT MEET THE ELIGIBILITY CRITERIA SET
FORTH BELOW.**

1. **OVERVIEW:** The 2024 GAF PVC Sales Promotion (the “**Promotion**”) is sponsored by GAF Materials LLC, 1 Campus Drive, Parsippany, NJ 07054 (“**GAF**” or “**Sponsor**”). The Promotion is comprised of two parts. Part 1 consists of gifts that will be rewarded to Eligible Participants (as defined in Section 3, below) by Sponsor if such Eligible Participants meet performance goals during the Performance Period (as defined in Section 2, below) (the “**Gift Program**”). Part 2 consists of a sales contest where the top five performing Eligible Participants (per the criteria established in Section 6, below) will receive a reward (the “**Sales Contest**”). By participating in this Promotion, all Eligible Participants agree to abide by these Official Rules and the decisions of Sponsor, which are final and binding in all respects as related to this Promotion.

2. **PROMOTION DATES:** The period during which Eligible Participant’s performance *may* be measured (subject to eligibility) for purposes of the Promotion begins on January 1, 2024 and ends on December 31, 2024 (“**Promotion Period**”). The Promotion ends when all Gifts and Rewards have been awarded (the “**Promotion End Date**”). An Eligible Participant’s performance will be measured as of his or her first date of eligibility during the Promotion Period and will end on December 31, 2024, provided such Eligible Participant remains eligible throughout that entire time period (the Eligible Participant’s “**Performance Period**”). If an Eligible Participant does not maintain their eligible status through the Promotion End Date, that individual will only be eligible to receive Gifts earned in the Gift Program through the last date of their eligibility. Any individual that does not maintain eligibility through the Promotion End Date will not be eligible for a Reward in the Sales Contest.

3. **ELIGIBILITY:** For purposes of this Promotion, “**Eligible Participants**” are defined as companies that are members of Sponsor’s Commercial Roofing Contractor Programs and eligible to issue GAF’s enhanced system limited warranties or guarantees (i.e., the Integrated System Limited Warranty, the System Pledge Guarantee, or the EverGuard® Diamond Pledge™ NDL Roof Guarantee) (“**Enhanced System Limited Warranty or Guarantee**”) for eligible projects at the time of the sale and through the time of the Gift or Reward (as the case may be) is awarded. This Promotion is open to businesses, not individuals; the Gifts/Rewards will be awarded to the business, not to any particular individual, even if such individual is the top performing within that business. This is a trade promotion and is not open to the general public. Void where prohibited.

4. **HOW TO ENTER/PERFORMANCE MEASUREMENT:**

a. **How to Enter:** Eligible Participants do not need to do anything to enter. Sponsor will automatically track their performance (as described in 4.b., below) during their Performance Period.

b. **Performance Measurement:** During each Eligible Participant’s Performance Period, Sponsor will track that Eligible Participant’s Qualifying Jobs (as

defined in Section 4.c., below) and Squares (as defined in Section 4.d., below) for purposes of the Gift Program and the Sales Contest.

c. **Qualifying Jobs:** For purposes of the Promotion, a “**Qualifying Job**” is an Eligible Participant’s sale and installation of EverGuard® PVC, EverGuard® PVC KEE or EverGuard® PVC XK (KEE) roofing systems on a project for which an Enhanced System Limited Warranty or Guarantee is purchased, during the Eligible Participant’s Performance Period, as determined in Sponsor’s sole discretion. **In order to receive a Gift in the Gift Program or a Reward in the Sales Contest, the Eligible Participant must complete three (3) Qualifying Jobs in their Performance Period.**

c. **Squares:** For purposes of the Promotion, a “**Square**” is defined as a 100 square foot section of roofing membrane sold and installed by an Eligible Participant on a Qualifying Job, as determined in Sponsor’s sole discretion, and will be attributed to an Eligible Participant upon written “notice of completion” provided to Sponsor in connection with the anticipated issuance of the Enhanced System Limited Warranty or Guarantee.

5. **GIFT PROGRAM DETAILS:** The following details the available gifts, the approximate retail value (“ARV”) of each gift, and the requirements to receive each gift.

a. **BAK ErOn Hand Welder Kit (the “Hand Welder Kit”) (ARV: \$1,000):** To receive the Hand Welder Kit in the Gift Program, Eligible Participants must complete three Qualifying Jobs and sell 1,000 Squares during their Performance Period.

b. **Honda 2200 watt 120V Industrial Generator (the “Generator”) (ARV: \$1,400):** To receive the Generator, Eligible Participants must complete three Qualifying Jobs and sell 3,000 Squares during their Performance Period.

c. **Lil’ Donkey Roof Spray Adhesive and Tool Cart (the “Cart”) (ARV: \$1,800):** To receive the Adhesive and Tool, Eligible Participants must complete three Qualifying Jobs and sell 5,000 Squares during their Performance Period.

d. Gifts will be awarded to the Eligible Participant within approximately 8-12 weeks following Sponsor’s verification of the required Qualifying Jobs and Squares.

6. **HOW TO EARN A REWARD IN THE SALES CONTEST:**

a. At the end of the Promotion Period, Sponsor will determine which Eligible Participants met the prerequisite of having completed three Qualifying Jobs in their Performance Period and who remain eligible through the Promotion End Date (“**Qualifiers**”). The five (5) Qualifiers who sold the most Squares during their Performance Period will be the “**Sales Contest Reward Recipients.**” In the event of a tie in determining the top five Qualifiers, the tie will be broken by which tied Qualifier completed more Qualifying Jobs during their Performance Period.

b. Sales Contest Rewards (5 available to be awarded): A Winco 22HP Industrial Big Dog Gas Generator (ARV: \$5,000).

c. The Sales Contest Reward Recipients will be notified by email, along with instructions on how to claim the prize. Following verification, the Sales Contest Reward will be delivered to the Sales Contest Reward Recipients business address on file with Sponsor within approximately 8-12 weeks.

d. Total value of Sales Contest Rewards available to be awarded: \$25,000.

7. VERIFICATION PROCESS: Eligible Participants will be notified by email at the company's primary email address on file with Sponsor (the "**Notification**") if they have qualified to receive a Gift or a Reward in the Promotion. In order to be verified to receive the Gift/Reward, the potential recipient may have to complete, sign and return the following forms within seven (7) days of the send date of the Notification: (a) an Affidavit of Eligibility and (b) a Liability Release and Publicity Release (where legal). If the Notification or prize is returned as undeliverable, if the required forms are not signed and returned within the specified time period, if the prize is returned as undeliverable or is otherwise unclaimed, or if the potential Gift/Reward recipient is determined to be ineligible or disqualified for any reason, their Gift/Reward will be forfeited, and in the case of the Reward, it may or may not be awarded to the next highest Squares selling Qualifier, in Sponsor's sole determination.

8. GENERAL CONDITIONS: Gifts and Rewards cannot be substituted, assigned, transferred, or redeemed for cash. Limit one Gift of each type per Eligible Participant, and limit one Reward per Eligible Participant. In the event that a Gift or Reward becomes unavailable for any reason, Sponsor may substitute an alternative gift or reward of equal or greater value, in its sole discretion. All federal, state, and local taxes are the sole responsibility of winning Gift or Reward recipient. Where permitted by law, each Gift and Reward recipient grants to Sponsor (which grant will be confirmed in writing on request of Sponsor) and those acting pursuant to Sponsor's authority, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, such recipient's name, likeness, city/state of residence, quotes, title, or other biographical information for advertising, trade and promotional purposes without additional consideration, and without notice, review and approval, except where prohibited by law.

By participating in the Promotion and/or accepting a Gift or Reward, participants agree to indemnify, release and hold harmless the Sponsor, and its advertising and promotions agencies, and each of their respective parent companies, subsidiaries, affiliates, and agencies, and each of their officers, directors, shareholders, employees, agents and representatives (collectively "Released Parties") from any and all liability, costs, expenses, damages, rights, claims, actions, and losses (collectively "Losses") of any kind incurred in connection with or arising out of (i) the Promotion, including without limitation for or from the acceptance, possession, use or mis-use of any Gift or Reward, (ii) any claim to ambiguity with respect to these Official Rules, (iii) the violation of any of privacy, publicity or proprietary rights related to participation in the Promotion, the accepting a Gift or Reward, or the advertising/promotion/publicity of any of the foregoing, thereof, (iv) any change in the Gifts or Rewards (or any components thereof), (v) human error(s); (vi) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (vii) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (viii) the negligence or willful misconduct by any participant. Participants further agree to waive all rights to bring any claim, action or proceeding

against any of the Released Parties in connection with the Promotion. The Released Parties are not responsible for (a) lost, late, incomplete, inaccurate, undelivered, garbled, or lost entries/orders/sales; (b) interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections; (c) any other technical failures or difficulties; (d) other errors of any kind whether human, mechanical, electronic, network, typographical, printing or otherwise relating to or in connection with the Promotion or awarding of Gifts or Rewards; (e) any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion; and/or (f) injury or damage to any participant's or to any other person's computer or network related to or resulting from participating in the Promotion. **CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE PROMOTION SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON (OR THE ELIGIBLE PARTICIPANT SUCH PERSON WORKS FOR) FROM THE PROMOTION, IF APPLICABLE).** Sponsor reserves the right, at its sole discretion, to disqualify any participant found to be in violation of the Official Rules or not engaging in a sportsmanlike manner. Sponsor reserves the right to modify, cancel or terminate the Promotion, in whole or in part, if the Promotion is not capable of running as planned or if fraud destroys the integrity of the Promotion or any portion thereof, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right, but not the obligation, to select the winners in a manner which is fair, equitable and in accordance with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. In no event will more Gifts/Rewards be awarded than are stated in these Official Rules. Notice of such cancellation, termination, or modification of the Sweepstakes shall be posted at <https://www.gaf.com/en-us>.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE GIFTS/REWARDS, IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

9. DISPUTE RESOLUTION/CHOICE OF LAW: Except where prohibited, Eligible Participants and any agents or prize beneficiaries designated by such Eligible Participant, or any individual attempting to enter or participate if they do not meet the definition of an Eligible Participant (collectively "participants") agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, and exclusively by an action in state or federal court located in the State of New Jersey; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion but in no event attorneys' fees; and (c) under no circumstances will a participant be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these

Official Rules, or the rights and obligations of a participant in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to the conflicts of law doctrine of any jurisdiction.

10. PRIVACY POLICY: Sponsor may use information collected in connection with this Promotion in accordance with its privacy policy available at <https://www.gaf.com/en-us/about-us/privacy-and-legal/privacy-policy>.

11. WINNERS LIST: For the names of the Sales Contest Reward Recipients, send a self-addressed stamped envelope for receipt by February 28, 2025 to 2024 GAF PVC Reward Recipient Winners List, ATTN: R. Niforatos, 1 Campus Drive, Parsippany, NJ 07054.